

U.S. Department of Justice
Washington, DC 20530

OMB NO. 1124-0004; Expires February 28, 2014

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Shulman, Rogers, Gandal, Pordy & Ecker, P.A.	2. Registration No. 5976
3. Name of Foreign Principal Roxana Grigoruta	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant is a law firm, and it has been employed to do legal work for the foreign principal, who is a client of the law firm. Of late, that legal work has led to the desire of the foreign principal to have the law firm register under FARA. Attached are a copy of the original law firm engagement letter and of the more recent confirmation regarding a desire for FARA registration.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal:

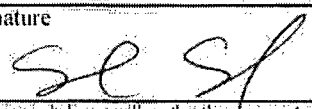
We will assist the primary registrant in pursuing a complaint with proper authorities regarding the conduct of employees of the U.S. Embassy to Romania.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B 2.26.14	Name and Title Samuel Spiritos, Managing Shareholder	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Joel D. Schwartz

From: Roxana Grigoruta [roxgri@alerria.ro]
Sent: Monday, October 28, 2013 7:54 PM
To: Joel D. Schwartz
Subject: Re: Update

Joel,

This is to confirm that I have agreed that Shulman Rogers should register as my foreign agent under the Foreign Agents Registration Act (FARA) for the purpose of pursuing my complaint with the US State Department, as a continuation and extension of the representation agreement signed with your firm in May 2013.

Best regards,
Roxana Grigoruta

Sent from my iPad

On Oct 28, 2013, at 22:15, "Joel D. Schwartz" <JSchwartz@shulmanrogers.com> wrote:

Roxana –

As part of our work to pursue and accomplish a comprehensive and fair investigation into the conduct of employees and affiliates of the American Embassy to Romania, please confirm by responding to this email that you have agreed that Shulman Rogers should register as your foreign agent under the Foreign Agents Registration Act ("FARA") for the purpose of pursuing your complaint with the United States Department of State. This work will be conducted as a continuation and extension of the representation agreement you signed with the Firm in May 2013.

Thanks, and I look forward to hearing back from you.

Joel

JOEL D. SCHWARTZ
SHAREHOLDER

jschwartz@shulmanrogers.com | T 301.945.9240 | F 301.230.2891 | C 301.704.6229

SHULMAN, ROGERS, GANDAL, PORDY & ECKER, P.A.
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<image001.jpg>

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JOEL D. SCHWARTZ SHAREHOLDER
T 301.945.9240 F jschwartz@shulmanrogers.com

VIA E-MAIL: roxana.grigoruta@gmail.com

May 25, 2013

Ms. Roxana Grigoruta
14, Jandarmeriei Street; Bl. 8C; Apt 11
Bucharest, 013896
Romania

Dear Roxana:

On behalf of Shulman, Rogers, Gandal, Pordy and Ecker, P.A. ("Shulman Rogers"), thank you for engaging our firm to represent you in connection with the investigation of possible claims against the American International School of Bucharest (and certain of its employees), and the United States Embassy to Bucharest (and certain of its employees), pertaining to mistreatment of you and your minor child, Ioana. Upon your execution of this agreement, Shulman Rogers will represent your interests and the interests of your daughter, retroactive to May 21, 2013.

The agreed purpose of this representation is to determine whether there is a factual and legal basis for a claim against any or all of the above parties in the courts or administrative agencies of the United States, and to assist Bucharest attorney Liana Petrovici with any claims she may bring in Romania in your behalf. We are not at this time agreeing to file such a claim or lawsuit in the United States. If we all agree that filing is the appropriate next step, our representation will be the subject of a separate engagement letter, with separate terms and conditions.

I will be the relationship partner on this engagement, and will be sharing the legal work on this matter primarily with my colleague, Ms. Jamie Sack. It is possible that other Shulman Rogers attorneys and personnel will participate as necessary in connection with your representation and other aspects of the engagement, provided they can assist your interests and needs in the most cost-effective and efficient manner, as we deem appropriate.

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As I have explained, we require a retainer payable to Shulman Rogers in the amount of \$20,000, which will be credited to your account and applicable only to the investigation. This retainer is not an additional charge and is not an estimate of our legal fee. The sum of \$10,000 shall be an "Evergreen" retainer, which means it will be applied against the final bill in the investigation. The balance of \$10,000 shall be applied against invoices associated with the investigation, beginning with your first monthly statement. If you do not make payments thereafter as set forth expressly in the accompanying Attorney-Client Agreement, or if payment of any bill is more than 20 days past due, then Shulman Rogers may require, and you agree to provide, such additional retainer as the firm may require, including an additional balance to the Evergreen retainer.

There are several additional points for which we want to ensure clarity and understanding in the representation:

- Shulman Rogers and the undersigned cannot and have not made any promises or guarantees regarding the outcome of the investigation, or any other aspect of this matter.
- You may have made statements in connection with matters related to this investigation. You understand that positions taken and/or advanced by you and/or on your behalf by other counsel may influence adversely or limit some of the options and strategies that may be available in connection with the Investigation.
- This Firm cannot accept as payment of fees the proceeds of any unlawful activities. Accordingly, by signing this engagement letter, you affirmatively represent to us that all funds used for the payment of fees are not the proceeds of crime, cannot be traced to proceeds of crime, and constitute personal savings, funds earned through lawful employment or funds received from a third party.
- By signing this agreement, you personally are responsible fully for the legal fees and expenses incurred under this agreement, regardless of

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whether any other person or persons agree to assist you with your fees and costs hereunder.

- In addition to the above-described legal fees and costs and expenditures described in the accompanying attorney-client agreement, you will be responsible for payment directly for the costs and services of certain other professionals, should they be required and you agree to them, including expert witnesses and investigatory services, to assist us either in understanding and analyzing the circumstances at issue, as well as forensic computer analysis. Although we will enter into an appropriate retainer letter with the professionals to assure that it is clear they are assisting counsel, and therefore, their communications and work product shall be and are covered by the attorney-client and work product rights and privileges, you will need to pay their bills promptly. In the event that you fail to do so, you understand that the professionals may suspend work, or withdraw completely, which may affect our representation of you.

If the foregoing, together with the Attorney-Client Agreement, is acceptable to you, please sign the enclosed copy of this letter and return it to my attention both in the original and by advance copy via facsimile or e-mail.

We look forward to representing you and thank you for your confidence in us.

Sincerely yours,



Joel D. Schwartz

READ AND AGREED TO this 27 day of May, 2013


Roxana Grigoruta

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**SHULMAN, ROGERS, GANDAL, PORDY & ECKER, P.A.
ATTORNEY-CLIENT AGREEMENT**

Billing Policy. Shulman, Rogers, Gandal, Pordy & Ecker, P.A. provides clients with timely detailed statements for professional services performed and out-of-pocket expenses incurred. Bills are rendered monthly and are due and payable upon receipt.

Fees will be based upon hourly rates of members of the Firm currently ranging from \$195.00 to \$600.00 per hour for attorneys and \$130.00 - \$195.00 per hour for legal assistants and law clerks. Hourly rates are subject to review and change periodically. At the present time, the billing rates of the principal lawyers who will or may perform work on this matter and for such engagement are as follows – Joel Schwartz at \$450 per hour; and Jamie Sack at \$285 per hour. Our rates are subject to change after the first of each year. The rates reflected in this attorney-client agreement shall be effective through December 31, 2013.

The selection of the lawyers and legal assistants who will render services will be made by the lawyer having overall supervisory responsibility for each engagement, taking into consideration the nature of the engagement, the degree of legal experience and knowledge required to achieve the client's objective, the availability of lawyers and legal assistants to work on the engagement, and their hourly billing rates.

Each monthly statement reflects services rendered and all out-of-pocket expenses incurred through the end of the billing period. Such expenses include charges for long distance telephone calls, telecopying, duplication, extraordinary secretarial services, postage, deliveries, on-line research charges, travel expenditures, and filing and recording fees. In the event that an attorney must travel out of the Washington, D.C. metropolitan area, clients are billed for actual time worked subject to a minimum of seven hours per day for each full day away from the office, including actual travel time. Time billed includes travel to and from all points of departure, including airports and train stations; and all flight and travel time, including travel delays, flight cancellations and rescheduling delays. Also, please note that we will book business class tickets for flights exceeding three hours in

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duration. However, travel time within the Washington, D.C. metropolitan area is billed on the basis of the actual travel time involved.

Failure to pay any bill by the sixtieth day (60th) after receipt will ordinarily result in a discontinuance of legal services. In this matter, failure to maintain the required retainer may result in an immediate discontinuance of legal services. The Firm will not, however, discontinue services without giving the client notice of such intended discontinuance. The Firm will deliver all papers and property to which the client is entitled and which the Firm is obligated to deliver, cooperate with counsel subsequently employed, and otherwise endeavor to assure that the client's case will not be prejudiced by the discontinuance.

It is further understood and agreed that in matters undertaken on behalf of a business entity such as a corporation, LLC, LLP or LLLP, the Firm will bill the entity directly except for services related to the entity's formation. For entity formations, the individual client is personally responsible for the fee. In the event that payment is not made on time, it is understood and agreed that the entity's principals or members will be liable to the Firm in their individual capacities for the entire amount due. The person signing the engagement letter, of which this Attorney-Client Agreement is part, represents that he or she has the authority to do so on behalf of such business entity and its principals or members.

Representation in Other Matters. We are not presently aware of any potential conflicts of interest, except as otherwise have been disclosed to you, which would or may interfere with our full representation of your interests. However, as you know, Shulman Rogers is a relatively large firm, and we represent many other concerns and individuals. Consequently, it is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you.

Therefore, we request that you, by signing the engagement letter, agree that the Firm may continue to represent existing clients, or may undertake in the future to represent new clients, in any matter that is not substantially related to our work for you, even if the interests of such clients in those other matters are or may be adverse to your interests. We agree, however, that your consent to such possible conflict shall

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not apply in any instance where, as the result of our representation of you, we have obtained confidential information that, if known to any other client of ours, could be used by that client to your substantial disadvantage.

In the event that a conflict should arise, we also reserve the right, in the course of our representation, to limit the scope of our legal services in order to avoid such conflict, or, if necessary, to withdraw from the case or take other appropriate measures, after having made sufficient efforts to assure that you will continue to be fully represented.

Termination of Engagement. You may terminate our engagement with or without cause at any time on written notice to us. Termination of our services will not affect your responsibility to pay for legal services rendered and all expenses incurred through the date we receive notice of termination. You will be required to pay for any further work required of us to carry out an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the applicable rules of professional conduct. These include misrepresentation of (or failure to disclose) material facts, action taken contrary to our advice, and failure to pay our bills on time. We may also terminate our engagement for any other conduct or situation that, in our judgment, impairs maintaining an effective attorney-client relationship between us, or that presents conflicts with our professional responsibilities. Your execution of the accompanying engagement letter constitutes your authorization agreement in advance allowing us to withdraw as your attorney in any judicial, arbitration or similar proceeding.

This Agreement shall be interpreted, construed and governed by and under the laws of the State of Maryland and any action hereunder or between us shall be brought only in the Circuit Court for Montgomery County, Maryland or the District Court for Montgomery County, Maryland.